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|--|--|---|--|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price   |  | Page 1 Of 32   |  |
| 2. Amendment/Modification No.<br><br>P00005  |  | 3. Effective Date<br><br>2003DEC01  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE   |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br>TACOM WARREN BLDG 231<br>AMSTA-AQ-AHEA<br>JOSEPH S. SCOTT (586)574-7312<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: SCOTTJ@TACOM.ARMY.MIL  |  | Code<br>W56HZV  |  | 7. Administered By (If other than Item 6)<br>DCMA DETROIT<br>U.S. ARMY TANK & AUTOMOTIVE COMMAND<br>(TACOM)<br>ATTN: DCMAE-GJD<br>WARREN, MI 48397-5000 |  | Code<br>S2305A   |  |
|  |  |   |  | SCD PAS NONE ADP PT HQ0337  |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR<br>38500 MOUND ROAD<br>STERLING HEIGHTS, MI. 48310<br><br>TYPE BUSINESS: Large Business Performing in U.S.  |  |   |  | <input type="checkbox"/>  |  | 9A. Amendment Of Solicitation No.                                      |  |
|  |  |   |  | <input type="checkbox"/>  |  | 9B. Dated (See Item 11)  |  |
|  |  |   |  | <input checked="" type="checkbox"/>   |  | 10A. Modification Of Contract/Order No.<br><br>DAAE07-00-G-N001        |  |
|  |  |   |  | <input type="checkbox"/>  |  | 10B. Dated (See Item 13)<br><br>2000NOV28                              |  |
| Code 0C9L5   |  | Facility Code   |  |   |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |   |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |   |  |  |  |
| 12. Accounting And Appropriation Data (If required)<br>NO CHANGE TO OBLIGATION DATA  |  |   |  |   |  |  |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>   |  |   |  |   |  |  |  |
| KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.   |  |   |  |   |  |  |  |
| <input type="checkbox"/>   |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  |  |   | The Changes Set Forth In Item 14 Are Made In |  |  |
| <input type="checkbox"/>   |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |   |  |  |  |
| <input checked="" type="checkbox"/>  |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |   |  |  |  |
| <input type="checkbox"/>   |  | D. Other (Specify type of modification and authority)   |  |   |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.   |  |   |  |   |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>SEE SECOND PAGE FOR DESCRIPTION   |  |   |  |   |  |  |  |
| 15A. Name And Title Of Signer (Type or print)  |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)<br>RICHARD K. KULCZYCKI<br>KULCZYCR@TACOM.ARMY.MIL (586)574-7299                             |  |  |  |
| 15B. Contractor/Offeror<br><br>(Signature of person authorized to sign)  |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)  |  | 16C. Date Signed<br><br>2003DEC01                                      |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE   |  |   |  | 30-105-02   |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of modification P00005 to Basic Ordering Agreement (BOA) number DAAE07-00-G-N001 is to:

1.    Extend the BOA for an additional year from 28 Nov 2003 to 27 Nov 2004.
  
2.    As a result of this action the following changes are hereby incorporated into and made a part of the BOA.
  - a.    Section B (new pages 3 through 5) are carried over in there entirety except for paragraph B.6 which is updated to reflect Calendar year 2004.
  
  - b.    Section C (new pages 6 through 13) are carried over in there entirety without any changes.
  
  - c.    All of the clauses on page 7 through 32 (Section d - Sec I) are deleted and superceded by the attached updated clauses. (new pages 14 - 32)
  
3.    The contractor's revised rates, under the FPRA dated 9-24-2003, for 2003 are incorporated by reference.
  
4.    All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 005 \*\*\*

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLIES/SERVICES AND PRICES

B.1 SCOPE OF AGREEMENT

B.1.1 This document is a Basic ordering Agreement (BOA) as defined in FAR 16.703 and all Orders issued under the terms hereof shall constitute individual contracts which shall incorporate all of the provisions herein.

B.1.2 General Dynamics Land Systems Customer Support and Services Company (GDLS-CSSC) shall hereinafter be referred to as the ''Contractor''.

B.1.3 It is understood and agreed by both parties that the Government is not under any contractual obligation for the duration of this agreement to order any specific quantity or service covered by this agreement during its term and no liability will be incurred by the Contractor or the Government in the event that no orders are issued. The Contractor agrees, however, to comply, with and accept all Orders and Modifications IAW Clause H.16 thereto, for the logistics support for the Abrams Tank customers.

B.2 DEFINITIONS

B.2.1 Basic Ordering Agreement (BOA): A written instrument of understanding between the Contractor and the U.S. Army Tank-Automotive and Armaments Command (TACOM) which sets forth the negotiated provisions which will apply to all orders issued under the terms of the agreement.

B.2.2 Days: Any reference to days in this BOA shall be construed as calendar days.

B.2.3 Order: A contractual instrument used for the procurement of supplies or services and which will incorporate by reference the provisions of the BOA. Each order is a separate contract between the Government and the Contractor and must be accepted by the Contractor before the provisions of the Order and the BOA become binding. The Contractor agrees to accept Orders issued pursuant to provision B.4 hereof, ''Orders and Procedures'' and further agrees to commence performance under such orders immediately upon receipt and acceptance of said Order.

The type of Order which may be issued hereunder is:

B.2.3.1 Priced Order: For supplies or services, where prices, delivery schedule/period of performance have been negotiated prior to issuance.

B.2.3.2 Unpriced Orders: The Unpriced Orders issued pursuant to this Agreement will authorize the Contractor to proceed with performance (if accepted) and will set forth the required delivery schedule/period of performance, the ceiling price, and all other terms and conditions except price.

B.2.3.2.1 Upon receipt and acceptance of an Upriced Order or Modification, the Contractor shall immediately commence performance of the work specified therein, subject to negotiation of price. The contractor shall acknowledge the receipt and acceptance of each Unpriced Order or Modification by signature on STA Form 361 and return to the Contracting Officer within 30 days after receipt of each Order/Modification, unless an extension is mutually agreed upon. An Unpriced Order or Modification not accepted within such period shall be deemed null and void unless modified as stated herein.

B.2.3.2.2 If the Unpriced Order is not accepted, the Contractor shall submit written notice within thirty (30) days stating the reason(s) for the rejection, and recommend such corrective action as may be thought necessary on the part of the Government to make the Order acceptable to the Contractor. If within thirty (30) days after receipt of notification from the contractor that a discrepancy of fund deficiency exists, the Government will issue a modification to correct such discrepancy or deficiency, the Contractor shall act promptly to accept or reject such Order provided herein. Upon acceptance of the Unpriced Order the Contractor shall promptly initiate performance.

B.2.3.2.3 Each Unpriced Order shall identify the type of contract contemplated (Firm-Fixed-Price). By acceptance of the Order the Contractor agrees to full performance of the requirements stated therein within the ceiling price.

B.2.3.2.4 At the time of definitization the parties may agree to change the type of contract applicable to the issued Unpriced Order within the constraints above.

B.3 Order Modification: Any written alteration or definitization of the specification, delivery point, rate of delivery, contract period, price, quantity of items by CLIN or other provision of an existing Order, whether accomplished by unilateral action in accordance with the provisions of the Order or BOA or by Mutual agreement of the parties. Order modifications include:

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- B.3.1 Bilateral actions such as Supplemental Agreements; and
- B.3.2 Unilateral actions such as Change Orders, Administrative Changes and Notices of Termination.
- B.3.3 BOA Modification: Any change in the terms of the Basic Ordering Agreement (BOA). This BOA shall be modified, amended, supplemented, or superseded only by a revision of the BOA itself. Any such revision shall be in the form of a Supplemental Agreement signed by the parties hereto. This BOA shall not be modified, amended, supplemented, or superseded by individual Orders issued hereunder.
- B.4 Orders and Ordering Procedures
  - B.4.1 Orders under this BOA may be issued by the Procuring Contracting Officers of the U.S. Army Tank-Automotive and Armaments Command(TACOM). The Contractor is not authorized to commence work or acquire material until a written order is executed by the Contracting Officer as hereinafter provided.
  - B.4.2 Priced Orders: Once the requirements are received and analyzed, negotiations shall commence to settle prices and other terms applicable to the requirement. Each Priced Order shall identify the type of contract contemplated (Firm Fixed Price). When all issues have been settled, the Contracting Officer shall issue a bilateral Priced Order within 15 working days.
  - B.4.3 Unpriced Orders:
    - B.4.3.1 The Unpriced Orders issued pursuant to this BOA will authorize the Contractor to proceed with performance and will set forth the required period of performance, the ceiling price, the Limitation of Government Liability and the definitization schedule. Each Unpriced Order shall identify the type of contract contemplated (Firm Fixed Price).
    - B.4.3.2 Each order shall become a binding contract upon acceptance by the Contractor. Acceptance implies the contractor agrees to full performance of the requirements stated therein within the ceiling price. The ceiling price represents the maximum costs, including Cost of Money and Profit which the definitive negotiated amount shall not exceed. The Contractor agrees to immediatly commence performance of the work specified therein.
    - B.4.3.3 All unpriced orders shall be definitized not later than 180 days after date of issuance; or the date on which the amount of funds spent under the order is equal to more than 50 percent of the not-to-exceed ceiling price, whichever is sooner.
    - B.4.3.4 Negotiations will be conducted according to the definitization schedule. A bilateral Order Modification will be executed between the Government and the contractor finalizing this agreement. Failure of the parties to agree on any provision applicable to any Unpriced Order shall constitute a dispute within the meaning of the clause entitled ''Disputes'' of the General Provisions of the BOA, and shall be subject to the procedures of said clause. Pending settlement of the dispute, the Contracting Officer will unilaterally establish prices that are fair and reasonable and shall place them in a Modification to the Order indicating these prices were based on the final decision of the Contracting Officer, whose decision is subject to appeal in accordance with the ''Disputes'' clause. These prices will be paid pending final resolution of any dispute.
  - B.4.4 All Orders and Order Modifications issued or executed under this BOA shall refer to this BOA and shall be subject to the terms and conditions hereof.
  - B.4.5 The Contractor shall complete performance of an Order or Order Modification even though the time for performance extends beyond the period of this BOA.
  - B.4.6 Each Order shall be numbered by the Contracting Officer in accordance with DFARS 4.70004-4, and, as a minimum, shall include the service ordered, the period of performance schedule, the allotments to be charged, packaging and shipping instructions (if applicable) and MILSTRIP DOC NO (if applicable).
- B.5 FOB POINT
  - B.5.1 F.O.B. Point will be specified in each individual order.
- B.6 CLIN STRUCTURE
  - B.6.1 CLIN structure for each order under this BOA may be as follows:

Calendar Yr 2000

|               |              |
|---------------|--------------|
| Labor         | 0001AA       |
| Misc. Support | 0001AB       |
| Data Items    | 0001AC (NSP) |

Calendar Yr 2,001

|               |              |
|---------------|--------------|
| Labor         | 0002AA       |
| Misc. Support | 0002AB       |
| Data Items    | 0002AC (NSP) |

Calendar Yr 2,002

|               |              |
|---------------|--------------|
| Labor         | 0003AA       |
| Misc. Support | 0003AB       |
| Data Items    | 0003AC (NSP) |

Calendar Yr 2,003

|               |              |
|---------------|--------------|
| Labor         | 0004AA       |
| Misc. Support | 0004AB       |
| Data Items    | 0004AC (NSP) |

\* Calendar Yr 2,004

|               |        |
|---------------|--------|
| Labor         | 0005AA |
| Misc. Support | 0005AB |
| Data Items    | 0005AC |

\* Changed by modification P00005

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
SECTION C ? Description/Specifications

C.1 General

C.1.1 The contractor, as an independent contractor, and not an agent of the Government, for the period set forth in this Basic Ordering Agreement (BOA), shall furnish supplies and Directed Manning (D/M) personnel to accomplish support for all Abrams Tank customers. "Abrams Tank Customers", as used in this BOA, means a customer of those assets including wheeled vehicles and resources that support or compliment the Abrams Tank and any vehicle that is considered a Partner in Production, such as the Heavy Assault Bridge or an Abrams derivative vehicle. This effort shall also include the Abrams predecessor which encompasses all M60 family vehicles and its derivatives. The supplies and D/M personnel will encompass Logistics support to include: maintenance, repair and post-production field modification services, receipt, deprocessing, storage and issue services, new equipment training (NET) and sustainment training support and other Logistics services and support. The contractor shall also provide parts and material when required in individual orders.

C.1.2 No effort is authorized by this BOA, and all requirements for personnel, materials and other costs must be specified in each individual order.

C.2 Management and Administration

C.2.1 The subjects addressed in this Section C.2 pertain to administrative support required in each order which is separately issued. The contractor shall provide D/M personnel to manage and control resources to ensure timely performance in the most economical and beneficial method to the Government.

C.2.2 The contractor shall accomplish administrative support to the cognizant Program Manage for selected Government technical briefings and presentations as specified in each individual order.

C.2.3 The contractor shall comply with Government requests for technical briefings and reviews. The contractor shall prepare written or visual presentations for such briefings or reviews as required. The contractor shall prepare and furnish minutes of each meeting as necessary. These tasks will be specified in each individual order as required.

C.2.4 the contractor shall receive, respond to and track Government requests for information, investigation and analysis. The timeframe for a response may be as short as 24 hours and will be indicated at the time if the request. The contractor's response shall be timely in accordance with the schedule(s) set forth in individual orders. The contractor shall fully coordinate each response and address the effect on the system to include all Logistics support. These tasks shall be specified in each individual order as required.

C.3 Post-Production Field Modification Services

C.3.1 The contractor shall provide D/M personnel to perform post-production modifications in combat equipment as identified in paragraph C.1.1, at both CONUS and OCONUS locations, as specified in each individual order.

C.4 Receipt, Deprocessing, Storage and Issue Services

C.4.1 The contractor shall provide D/M personnel to serve as deprocessing teams at various Government locations, both CONUS and OCONUS, to perform combat vehicle deprocessing, inspection, repair and acceptance activities to ensure transfer of equipment is done to the highest quality within the time specified in each individual order.

C.5 Technical Assistance

C.5.1 the contractor shall provide D/M personnel to support special fielding requirements as specified in each individual order. The contractor shall advise, make recommendations, orient and instruct Government personnel with respect to operation, maintenance, repair and contractor parts supply for all Abrams vehicles as described in paragraph C.1.1. This includes all components for CONUS and OCONUS which will be further defined in each individual order.

C.5.2 In the event the government should require OCONUS effort, the contractor agrees to make available all required documentation for contractor personnel to effect security clearance to the degree required by the area in which the services are to be performed.

C.6 New Equipment Training (NET) and Sustainment Training Support

C.6.1 the contractor shall provide D/M personnel to conduct training at selected Government training sites, both in CONUS and OCONUS. The training will result in increased knowledge transferred to individuals already qualified in their operational and maintenance specialties.

C.6.2 The contractor shall provide D/M personnel to design and develop training course curriculum outlines, student course guides, instruction/lesson guides and audio/visual material to fulfill requirements as specified in each individual order.

C.7 Documentation Support

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C.7.1 the contractor shall provide recommendations to update, edit or change technical documentation when identified in the performance of individual orders.

C.8 Data

C.8.1 The contractor shall prepare and submit monthly reports in contractor format, on all activities/work effort in accordance with DI-MGMT-80910(T), CDRL A001 and MGMT-80911(T), CDRL A002. The reports will be approved by the cognizant Program Manager.

C.8.2 All other Data Requirements shall be identified in each individual order.

C.9 Travel

C.9.1 The contractor shall be required to travel to various fielding sites, conferences and reviews as necessary or when required in the performance of an order or general support of the BOA. The contractor will travel in accordance with the Joint Travel Regulations (JTR).

\*\*\* END OF NARRATIVE C 003 \*\*\*

C.27 CONTRACTOR SUPPORT DURING CONTINGENCY OPERATIONS

C.27.1 The potential exists that a deployment shall be required by Contractor personnel to support a Major Regional Contingency and/or other hostile action in an OCONUS location. Upon notification by the Contracting Officer, the Contractor shall begin providing personnel to the CONUS Replacement Centers/Individual Deployment Sites (CRC/IDS) in support of contingency deployment operations within 72 hours inclusive of weekends and holidays. The Contractor's requirement to deploy within 72 hours is contingent upon the Government's ordering of pre-deployment requirements within the time periods stated in the Deployment Plan developed for this effort.

C.27.1.2 The Contractor shall provide in-theater communication to include cellular phones and standard digital pagers for each team leader deployed in order to support in-theater operations only. Communications to CONUS may utilize Government furnished DSN capability, as available. All pagers/cellular phones/Global Position Satellite (GPS) Devices/Satellite telephones shall be utilized for official use only and are subject to audit. No effort is authorized or required by this paragraph and all requirements for services, personnel, supplies, equipment and costs must be described in a separate CLIN for the specific operation. The Government may provide the contractor access to their Enhanced Mobile Satellite Service (EMSS) gateway in HI and may purchase the equipment and monthly services as GFE/GFS.

C.27.1.3 The Government may direct the Contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services will be performed in the Intermediate Sustainment Base (ISB) or Corps rear area in support of the contingency or exercise,

C.27.1.4 The Contractor shall develop and maintain a deployment plan for personnel subject to deploy in support of contingency operations. The deployment plan will follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. For the items provided by the Contractor, the Contractor shall certify that deploying Contractor personnel have completed all administrative requirements set forth in Tables B-1 and B-2 of DA PAM 715-16 and furnish a copy of the certified checklist to the Abrams Project Management Office.

C.27.2 Management

C.27.2.1 The Contractor shall ensure that all Contractor employees including subcontractors, will comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative as well as applicable Federal statutes. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.27.2.2 The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative. The Contracting Officer may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

C.27.3 Accounting for Personnel (Systems, External and Theater Support)

C.27.3.1 As directed by the Contracting Officer or his/her representative and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN) or other official identity document number.

C.27.4 Risk Assessments and Mitigation

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- C.27.4.1 The Contractor will brief its employees regarding the potential danger, stress, physical hardship and field living conditions. The Contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardship and field living conditions that are possible if the employee deploys in support of military operations.
- C.27.4.2 Physical and medical evaluations shall be conducted on all deployable employees and/or mission essential employees to ensure that they are medically fit and capable of enduring the rigors of deployment in support of a military operation.
- C.27.4.3 The Contractor shall replace employees within 72 hours, or as directed by the Contracting Officer, if the employee departs an area of operations without permission.
- C.27.4.4 The Contractor will designate a point of contact for all of its plans and operations. The Contractor will prepare plans for support of military operations as required or as directed by the Contracting Officer.
- C.27.4.5 For badging, security purposes, and Letters of Accreditation, the Contractor will provide the Army with a list of all suitable or qualified employees (including qualified subContractors and/or vendors used in the area of operations) with all required identification and documentation information. Identification and documentation must be originals or official notarized copies. Changes/updates will be coordinated with Army representative(s).
- C.27.4.6 As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. Orders to relocate can be handled as a change in the place of performance. Evacuation orders supersede contract provisions. The U.S. State Department has responsibility for evacuation of non-essential personnel.
- C.27.4.7 Evacuation
- C.27.4.7.1 The Contracting Officer may direct evacuation of contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health or welfare of the contractor employees and an evacuation is necessary to secure their health, safety and/or welfare. The Contracting Officer's evacuation direction shall be in writing or shall promptly be confirmed in writing. The Contractor shall be entitled to an equitable adjustment in the contract price and delivery schedule as a result of a directed evacuation and the costs of such evacuation shall be considered to be allowable costs.
- C.27.4.7.2 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health and/or welfare of the contractor employees deployed in support of contingency operations, the contractor may request the Contracting Officer to direct the evacuation of those personnel. This request shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat to the safety, health and/or welfare of the contractor employees. The Contracting Officer, after discussions with the Theatre Command of the host nation and other Government Official(s) to the extent the Contracting Officer considers them advisable, shall direct evacuation of contractor employees or shall deny the request. The Contracting Officer's evacuation direction or denial of the evacuation request shall be in writing or shall be confirmed in writing. The contractor shall be entitled to an equitable adjustment in the contract price and delivery schedule as a result of a direct evacuation and the costs of such evacuation shall be considered to be allowable costs.
- C.27.4.7.3 The Contractor may evacuate its employees without the written direction or after the denial of an evacuation request of the Contracting Officer if the Contractor reasonably believes there to be an imminent increased threat to the safety, health and/or welfare of the contractor employees deployed in support of contingency operations. The contractor shall promptly give notice to the Contracting Officer of its decision to evacuate and the parties shall cooperate to ensure a prompt and orderly evacuation. Such an evacuation shall be considered to be an event beyond the control of the contractor and without the contractor's fault or negligence, and the Contracting Officer will consider the Contractor's request for an equitable adjustment in the contract price and delivery schedule as a result of such an evacuation.
- C.27.5 Funding
- C.27.5.1 The Contractor will provide a cost estimate within a target of 48 hours of a tasking by the Contracting Officer or other time period as defined or determined by the Contracting Officer.
- C.27.6. Force Protection
- C.27.6.1 The Army will provide force protection to contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.
- C.27.7 Reception, Staging, Onward Movement and Integration (RSO&I)
- C.27.7.1 Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the Contracting Officer or his/her designated representative. The Contractor should be prepared to move material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as; MILSTAMP,



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etc., for safety, packaging, tie-down, etc.

C.27.8 Pay

C.27.8.1 The Government is not a party to the employee-employer relationship. Any questions which contractor employees have regarding pay should be discussed with the Contractor. In the event the Contractor must pay additional compensation above that contemplated under the contract to retain or obtain personnel to perform in an area of operations during a declared contingency, the Contractor shall be entitled to an equitable adjustment under this contract. The Contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to the amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.

C.27.9 Tour of Duty/Hours of Work

C.27.9.1 "Tour of Duty" is defined as the length of deployment. "Hours of Work" is defined as the hours worked during a normal workday. Prior to deployment, the Contracting Officer shall provide the Contractor with the anticipated tour of duty and hours of work for the duration of the deployment. The Contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer. The Contracting Officer may modify the work schedule to ensure the Government's ability to continue to execute its mission. The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer in the Work Directive. For the purposes of calculating Overtime Premiums, time worked in excess of 40 hours in one week shall be considered overtime.

C.27.10 On-Call Duty

C.27.10.1 The Contractor shall be reasonably available to work (i.e., "on-call") during other than "regular hours" to perform mission essential tasks. The Contracting Officer, or his/her designated representative, will identify the parameters of "reasonable availability" and all remuneration for "on-call" duty. The Contracting Officer shall negotiate an equitable adjustment to the contract, consistent with pre-award cost negotiations, concerning extended hours, surges and overtime requirements.

C.27.11 Central Processing and Departure Point

C.27.11.1 The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. The U.S. Army has created several sites within the Continental United States (CONUS) for expeditiously preparing individuals for deployment to a combatant area or theater of operation. These sites are known as CONUS Replacement Centers (CRC) or Individual Deployment Sites (IDS). If central processing is required, the Contractor employees will be issued "Letters of Accreditation" for processing through a specific CRC/IDS. The Contractor is responsible for travel to the CRC/IDS CONUS departure point. If a CRC/IDS CONUS departure point is not used, the Contractor will receive an equitable adjustment for the travel costs incurred in deployment of Contractor employees.

C.27.11.2 The Contracting Officer shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees successfully complete all required mission training. The Contracting Officer shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The Government shall provide the Contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.27.11.3 Records Screening. As part of the deployment processing for Contractor employees, the CRC will screen Contractor personnel records, conduct theater specific briefing and training, issue theater specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While processing at the CRC/IDS, the Government will furnish lodging but will charge a nominal fee for meals.

C.27.11.4 Contractor employees will receive the following four (4) distinct forms of identification at the CRC/IDS processing point. If a CRC/IDS processing point is not used then, the Contracting Officer will provide the identification forms listed below. Identification documents shall indicate that the contractor employee as a minimum are the equivalent of Company Grade Officer (O-3/Captain). Upon redeployment, the Contractor will ensure that all issued controlled identification cards and tags are returned to the Government.

- DD Form 1173, Uniform Services Identification Card
- DD Form 489, Geneva Convention Identify Card
- Personal identification tags (i.e., "dog tags")
- Theater Identification Card, if applicable

C.27.12 Medical Screening

C.27.12.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations.

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C.27.12.2 The Government may require medical screening at the CONUS Replacement Center. The screening may include DNA sampling and immunizations for contractors deploying OCONUS.

C.27.12.3 When applicable or in accordance with a standing contract, the Government shall provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations.

C.27.12.4 Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of medication they require. Upon arrival in the area of operations, the contractor employee must contact the supporting medical unit to ensure the future availability of prescription medications. Contractor employees may obtain such medication from the supporting medical unit, if available.

C.27.13 Letters of Accreditation

C.27.13.1 In order to process through the designated CRC/IDS and receive Government transportation from the CRC/IDS to the theater of operations and return, Contractor employees need to receive Letters of Accreditation. These Letters of Accreditation will be prepared by the Contracting Officer and authorized by the supporting installation. These Letters of Accreditation will state the intended length of assignment in the area of operation and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract.

C.27.14 Clothing And Equipment Issue

C.27.14.1 Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual contractor employee and will not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Government's tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

C.27.14.2 If required by the Theater Commander, however, the deployment-processing center will issue Organizational Clothing and Individual Equipment (OCIE) to Contractor personnel. The Contractor or Contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees will be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a report of survey will be initiated IAW AR 735-5.

C.27.15 Weapons and Training

C.27.15.1 The Government will provide force protection for Contractor personnel. The Government may issue sidearms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be in accordance with the employer's company policy regarding possession and/or use of weapons. When accepted, the Contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. Also when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not in accordance with the rules of engagement. The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

C.27.15.2 Prior to issuing any weapons to contractor employees, the Government shall provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.

C.27.15.3 The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.27.15.4 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.

C.27.16 Legal Assistance

C.27.16.1 Contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with DA, generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

C.27.16.2 Contractor employees should satisfy all legal requirements that they deem necessary, such as a last will and testament,

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guardianship arrangements for children and estate planning, with privately retained attorneys before deployment. Payment of legal fees is a private matter between the Contractor employee and the lawyer retained. The Army has no involvement.

C.27.16.3 Exception. If Contractor employees are accompanying the Armed Forces of the U.S. outside the U.S., they may receive certain legal assistance from Army lawyers when DA or DOD is contractually obligated to provide this assistance as part of their logistical support.

C.27.16.4 While Contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the Government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

C.27.16.4.1 If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements.

C.27.16.4.2 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DOD civilian attorneys.

C.27.17 Mission Training

C.27.17.1 The CRC/IDS will provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training will cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander. If CRC/IDS training is not provided, Contractor employees should receive training on the identified topics by their employer prior to deployment.

C.27.18 Vehicle and Equipment Operation

C.27.18.1 The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the Contracting Officer or his/her representative. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

C.27.19 Passports/Visas

C.27.19.1 The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter or exit any areas identified by the Contracting Officer. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas will be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. The government will provide assistance to the contractor in obtaining visas to countries if requested by the contractor and required to meet the contingency deployment schedule.

C.27.20 Customs Processing and Entrance and Exit Processing

C.27.20.1 While entering and exiting a foreign country, Contractor employees will be subject to the customs processing procedures laws, agreements, and duties of the country(s) in which the Contractor is deploying. Details for a Contractor employee's deployment will be fully explained during the deployment processing. If IDS/CRC processing is not utilized, it is the responsibility of the Contractor to provide the relevant information to the Contractor employees prior to deployment. When returning, contractor employees will also be subject to U.S re-entry customs requirements in effect at the time of re-entry.

C.27.20.2 The Contracting Officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

C.27.21 Living Under Field Conditions

C.27.21.1 The Government shall provide to contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the area of operations, unless otherwise specified in the contract. In the event that the Government does not provide services or goods promised, and the Contractor must obtain said services or goods elsewhere, the Contractor will be reimbursed an equitable adjustment in accordance with the contract.

C.27.22 Medical and Dental Care

C.27.22.1 Military and/or host nation medical and dental care will be available should the need arise, at a level commensurate with

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that afforded Government employees and military personnel.

C.27.23      Morale, Welfare, Recreation (MWR) and Support Services

C.27.23.1      Contractor employees working within the theater of operations shall to the maximum extent possible be eligible to use some or all MWR facilities and activities subject to the installation or Theater Commander's discretion and the terms of the contract. U.S. citizen contractor employees shall to the maximum extent possible be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities will be based on installation and Theater Commander's discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

C.27.24      Status of Forces Agreement(SOFA)

C.27.24.1      SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending state's force. The Contracting Officer shall advise the Contractor of all applicable SOFA and other similar related agreements. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements. A Contractor employees status will depend upon the specific provisions of the SOFA, if any, that is applicable between the U.S. and the country of deployment at the time of deployment. Contractor employees may or may not be subject to criminal and/or civil jurisdiction of the host country to which they are deploying.

C.27.24.2      The Contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs and similar agreements.

C.27.24.3      The Contractor is responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

C.27.24.4      As part of the CRC/IDS processing, Contractor employees will be briefed as to their status under the SOFA or international agreement applicable to the deployment.

C.27.25      Uniform Code Of Military Justice (UCMJ)

C.27.25.1      Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only "in time of war". The U.S. Supreme Court has ruled "in time of war" to mean a Congressionally declared war. Contractor employees will not be subject to the UCMJ in a contingency operation.

C.27.26      Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000.

C.27.26.1      Amended Title 18, U.S. Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

C.27.26.2      Essentially, the Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S.

C.27.26.3      The person must be employed by or accompanying the Armed Forces outside the U.S. The term "employed by the Armed Forces outside the U.S." means "employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation." The term "accompanying the Armed Forces outside the U.S." means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinarily resident in the host nation.

C.27.27      Health and Life Insurance

C.27.27.1      The Army has no statutory obligation to provide a contractor employee with any health and/or life insurance as a result of overseas deployment.

C.27.28      Next of Kin Notification

C.27.28.1      Before deployment, the Contractor shall ensure that each contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card, and returns the completed form to the Contracting Officer's representative or the designated Government official.

C.27.29      Return Processing Procedures

C.27.29.1      Upon completion of the deployment, or other authorized release, the Government shall provide transportation for the Contractor employee from the area of operations to the designated CONUS IDS/CRC site. At the return processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to

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Government control upon completion of the deployment. The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation of the Contractor employee from the designated CONUS IDS/CRC site to the Contractor employee's home destination.

\*\*\* END OF NARRATIVE C 004 \*\*\*

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SECTION D - PACKAGING AND MARKING

| Status | Regulatory Cite        | Title                                     | Date     |
|--------|------------------------|---|----------|
| D-1    | 52.247-4004<br>(TACOM) | MARKING REQUIREMENTS FOR EXPORT SHIPMENTS | JAN/1991 |

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|---------------|------------------------|-------------------------------------|-------------|
| E-1           | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996    |
| E-2           | 52.246-16              | RESPONSIBILITY FOR SUPPLIES         | APR/1984    |
| E-3           | 52.246-4               | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996    |

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contrator to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

| Status    | Regulatory Cite | Title  | Date     |
|-----------|-----------------|--|----------|
| F-1       | 52.242-15       | STOP-WORK ORDER  | AUG/1989 |
| F-2       | 52.242-17       | GOVERNMENT DELAY OF WORK                                   | APR/1984 |
| F-3 ADDED | 52.247-29       | F.O.B. ORIGIN  | JUN/1988 |
| F-4       | 52.247-34       | F.O.B. DESTINATION   | NOV/1991 |
| F-5       | 52.247-48       | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)       | FEB/1999 |
| F-6       | 52.247-54       | DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS   | MAR/1989 |
| F-7       | 52.247-55       | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-8 ADDED | 52.247-58       | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS    | APR/1984 |
| F-9 ADDED | 52.247-59       | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS             | APR/1984 |
| F-10      | 52.211-16       | VARIATION IN QUANTITY                                      | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and  
    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

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| F-11 ADDED | 52.247-65 | F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
|------------|-----------|---|----------|

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

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| F-12 ADDED | 52.247-4005 | SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT | AUG/2003 |
|            | (TACOM)     |  |          |

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:



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(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

| Status | Regulatory Cite        | Title                                     | Date     |
|--------|------------------------|---|----------|
| G-1    | 52.232-4000<br>(TACOM) | REMITTANCE ADDRESS FOR CONTRACTOR PAYMENT | OCT/1985 |

The remittance address that shall be used for payments made to the Contractor is as specified below:

General Dynamics Land Systems  
DEPT D-952  
P. O. Box 361377  
Columbus, OH 43236-1377

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| Status     | Regulatory Cite | Title  | Date     |
|------------|-----------------|--|----------|
| H-1        | 52.203-6        | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                | JUL/1995 |
| H-2        | 52.232-16       | PROGRESS PAYMENTS  | DEC/2002 |
| H-3        | 52.237-2        | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION        | APR/1984 |
| H-4        | 252.203-7002    | DISPLAY OF DOD HOTLINE POSTER  | DEC/1991 |
| H-5        | 252.204-7000    | DISCLOSURE OF INFORMATION  | DEC/1991 |
| H-6        | 252.205-7000    | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS            | DEC/1991 |
| H-7        | 252.223-7002    | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES                     | MAY/1994 |
| H-8        | 252.223-7003    | CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES           | DEC/1991 |
| H-9        | 252.223-7006    | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | APR/1993 |
| H-10       | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                     | APR/2003 |
| H-11       | 252.225-7002    | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                         | APR/2003 |
| H-12 ADDED | 252.225-7004    | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES          | APR/2003 |
| H-13 ADDED | 252.225-7005    | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES                  | APR/2002 |
| H-14 ADDED | 252.225-7013    | DUTY-FREE ENTRY  | APR/2003 |
| H-15 ADDED | 252.225-7028    | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS           | APR/2003 |
| H-16       | 252.227-7036    | DECLARATION OF TECHNICAL DATA CONFORMITY                             | JAN/1997 |
| H-17       | 252.227-7037    | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA                 | SEP/1999 |
| H-18       | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
| H-19       | 252.232-7002    | PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS            | DEC/1991 |
| H-20       | 252.232-7004    | DOD PROGRESS PAYMENT RATES   | OCT/2001 |
| H-21       | 252.242-7004    | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM                            | DEC/2000 |
| H-22 ADDED | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT                             | MAR/2003 |
| H-23       | 252.249-7002    | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION        | DEC/1996 |
| H-24 ADDED | 252.225-7027    | RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES            | APR/2003 |

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of \_1-\_ ,contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

H-25 ADDED 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

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H-26                      252.228-7003                      CAPTURE AND DETENTION                      DEC/1991  
(a) As used in this clause--

- (1) Captured person means any employee of the Contractor who is--
- (i) Assigned to duty outside the United States for the performance of this contract; and
- (ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or
- (iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either--
- (A) Engaged in activity directly arising out of and in the course of employment under this contract; or
- (B) Captured in an area where required to be only in order to perform this contract.
- (2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
- (3) United States comprises geographically the 50 states and the District of Columbia.
- (4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.
- (b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of--
- (1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or
- (2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.
- (c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.
- (d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.
- (e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.
- (End of clause)

H-27                      252.246-7001                      WARRANTY OF DATA                      DEC/1991  
(a) Definition.

- Technical data has the meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.
- (b) Warranty.
- Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.
- (c) Contractor Notification.

The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the

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Contractor discovers within the warranty period.

- (d) Remedies.
- The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:
- (1) Within a reasonable time after such notification, the Contracting Officer may--
- (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or
- (ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.
- (2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure--
- (i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or
- (ii) Elect a price or fee adjustment instead of correction or replacement.
- (3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.
- (e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.
- (End of clause)

- H-28 ADDED    52.204-4005    REQUIRED USE OF ELECTRONIC CONTRACTING    DEC/2002  
(TACOM)
- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:
- Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>
- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at

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http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.  
[End of Clause]

**H.33 AUTHORITY TO ISSUE ORDERS**

H.33.1 The responsibility for this BOA shall remain with the Contracting Officer executing this agreement on behalf of the Government, or his designated successor, at the U.S. Army Tank-automotive and Armaments Command (TACOM) located in Warren, Michigan 48397-5000.

**H.34 ORDER OF PRECEDENCE**

H.34.1 In the event of an inconsistency in the orders issued hereunder, unless otherwise provided therein, the inconsistency shall be resolved by giving precedence in the following order:

H.34.2 The Order, within the Order itself, precedence will be given in the following order: The Schedule excluding the Specifications; the Representations; Section I, the Exhibits and Attachments and the Specifications.

H.34.3 The BOA, within the BOA itself, precedence will be given in the following order: the Schedule excluding the Specifications; the Representation; Section I, the Exhibits and Attachments; and the Specifications.

**H.35 BOA Rate Agreement**

A Forward Pricing Rate Agreement (FPRA)has been established to expedite the issuance of orders. It is understood and agreed by both parties that these rates are to be used for proposal preparation and funding of Orders placed against this BOA. Either party may terminate this arrangement with a 30 Day advance written notice. Thereafter the parties agree to negotiate another FPRA in good faith.

**H.36 Funding and Payment**

H.36.1 Funds are not and shall not be obligated by this Agreement. Upon execution by both parties of Orders and Order Modifications issued hereunder, funds will be obligated in the amounts set forth therein.

H.36.2 Payments shall be made by DFAS Columbus Center, DFAS-CO-JNF/NEW DOMINION, PO Box 182041, Columbus, OH 43218-2041.

**H.37 Issuance Orders**

H.37.1 An "Order" is a document (on electronic media or DD Form 1155) which when issued by a Contracting Officer directs accomplishment of certain services and/or furnishing of direct material and contains the information indicated below:

H.37.2 It is the intent to phase in the use of Electronic Media in the issuance of orders under this contract. The orders will be phased into Electronic Data Interchange (EDI) using the following sequence: Facsimile, Electronic Mall, File Transfer and Electronic Data Interchange.

H.37.3 Orders issued under this contract shall contain the following:

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- (a) Services to be furnished (by Contract Line Item Number).
- (b) Statement of Work.
- (c) Projected Delivery Schedule or Manner of Scheduling.
- (d) Appropriate data for funds obligated with the dollar amount chargeable thereto, which amount shall be deemed to be the amount set forth in the schedule.
- (e) Site or sites where services are to be performed.
- (f) Security classification of Work and Security Clearance required for contractor personnel (DD Form 254).
- (g) A ceiling price which the contractor exceeds at his own risk (for Unpriced Orders).
- (h) Inspection System Requirements (if other than Section E of the Schedule).
- (i) Work Schedule (Number of shifts and work week).
- (j) Order to be identified as to type (Priced or Unpriced)
- (k) Skill Classifications as applicable.
- (l) Billing Schedule

H.37.4 As a general guideline for work to be performed in CONUS, the following ratios of contractor personnel shall be used to ensure that an appropriate number of Managers, Leadmen, Senior Mechanics, Senior Technicians, Senior Instructors and Clerical staff are utilized in relation to the number of Mechanic, Technician and Instructor personnel required.

|                    |                      |
|--------------------|----------------------|
| Site Manager       | 25 or more personnel |
| Leadman            | 1:15                 |
| Senior Mechanic    | 1:6                  |
| Senior Technician  | 1:6                  |
| Senior Instructor  | 1:6                  |
| Clerical personnel | 1:25                 |

H.38 ACCEPTANCE OF ORDERS

H.38.1 In consideration of the award of this contract, the contractor agrees to accept any order issued in accordance with the terms and conditions of this contract. The Government reserves the unilateral right to adjust those provisions within the scope of the contract of any fixed price order.

H.38.2 When an order is issued, the contractor shall acknowledge receipt of said order, to the Contracting Officer within five (5) working days and shall proceed to perform the requirements set forth herein.

H.38.3 In the event the contractor discovers any discrepancies in the scope, manhours, or other related expenses or shall be unable to perform for any reason, the Contractor will have five (5) working days to notify the Contracting Officer. This may be done by letter or transmitted electronically to AMSTA-AQ-ZBB.

H.39 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY

H.39.1 Pursuant to the ''Government Property'' clause contained herein, the Government shall provide a list of item(s) of property in each individual order (IAW FAR 45.303-2) for use by the contractor. F.O.B. work site to be specified in each individual order, for performance of this contract.

H.40 WAGE DETERMINATION

H.40.1 Service Contract Act Wage Determinations will be addressed on an individual order basis, as appropriate.

H.41 APPLICATION OF LABOR LAWS ON WORK WEEK

H.41.1 In CONUS and where U.S. Labor laws apply, a straight time work week will consist of 40 hours per week. In those overseas areas where there is no conflict with U.S. Federal Labor Laws and where it is required a straight time work week will consist of 48 hours per week.

H.42 BASIS FOR PERFORMANCE

H.42.1 Contractor personnel are employees of the contractor and under its administrative control and supervision. The contractor through its personnel, shall perform the tasks prescribed herein or in orders issued hereunder. The contractor shall select, supervise and exercise control and direction over its employees under this contract. The contractor and its employees shall not supervise, direct or control the activities of Government personnel or the employees of any other contractor. The Government shall not exercise any supervision or control over the contractor's employees in their performance of contractual services under this contract. The contract is accountable to the Government for the action of his personnel.

H.43 OVERSEAS/CONUS DEFINED

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H.43.1 CONUS, as used herein, shall include the 48 contiguous states and the District of Columbia. For the purpose of establishing the appropriate per diem rate, Alaska and Hawaii shall be considered overseas.

H.44 GOVERNMENT SUPPORT

H.44.1 The following Government support will not be provided to the contractor, unless it is specified in each individual order. The Government may provide to the contractor, weapons systems and/or support equipment required in the performance of individual orders together with equipment, parts and materials to be installed in such weapon systems and/or support equipment in performance of the work requirements of any order issued hereunder. The Government may provide fuel, oil, lubricants an coolants associated with contractual services. The Government may also provide facilities and equipment such as, but not limited to, access to telephone, electric power, compressed air, hydraulic equipment, testing equipment and facilities, work stands (both fixed and/portable type) work space, including laboratory facilities and maintenance and area security. In addition, the Government will accomplish preparation of the weapon systems and/or support equipment for contractor's services including, but limited to, moving, towing, or requirements concerning the shifting or weapon systems and/or support equipment from time to time.

H.45 EMPLOYMENT OF INDIGENOUS AND THIRD COUNTRY NATIONAL PERSONNEL IN FOREIGN COUNTRIES

H.45.1 The contractor agrees to employ indigenous and Third Country Nationals (TCNs) personnel whenever it's practicable, feasible and most economical to do so, subject to the restrictions set forth in the ''Security Classification Guide (DD Form 254)'' and/or such other limitations as may be imposed by the Theater/Base Commander where the work is to performed. Compliance with all labor laws applicable to the use of indigenous personnel as employees is the responsibility of the contractor.

H.46 ELECTRONIC DATA INTERCHANGE (EDI)

H.46.1 It is planned that the contractor and TACOM will eventually conduct business using EDI under this Basic Ordering Agreement (BOA). The contractor shall incorporate EDI capabilities and predetermined communication filters to allow electronic transmission using ANSI X12 standards.

H.46.1.2 A ten (10) day notification shall be given, in writing by the Government before either (1)Electronic Data Interchange transmission testing begins and/or (2) actual Electronic Data Interchange transmission between the Government and the contractor begins. The schedule for implementation and extent of use of EDI under this BOA shall be as required by the Contracting Officer.

H.46.1.3 The contractor shall use ANSI X12 standards and transmit through a designated Value Added Network (VAN), identified by the contractor's VAN must be able to interconnect with EasyLink. To date, the VANS that are able to interconnect with EasyLink include: Commerce: Network (Ordernet), Telecom Canada (TradeRoute), MCI, Fleinschmidt, Advantis, Harbinger, BT, Sprint International, GM/EDS, Transsettlements and GELS.

H.46.1.4 The Government anticipates utilitizing the ANSI X12 transaction data sets listed below along with the function that they will serve. This list is NOT all inclusive.

| <u>TRANSACTION DATA SET</u> | <u>FUNCTION</u>               |
|-----------------------------|-------------------------------|
| 810                         | Invoice                       |
| 850                         | Purchase Order/Delivery Order |
| 997                         | DO Functional Acknowledgement |



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H.46.1.5      Transmission charges for the Value Added Network will be paid by the originator be it the contractor or the Government. Direct coordination between TACOM and the contractor will be required prior to the use of EDI. The contractor and the Government must sign a mutually agreed upon Trading Partner Agreement before any EDI program takes effect.

H.46.2      Contractual Matters: The Government will establish a separate email account for the Procuring Contracting Officer for all contractual matters, whether it be through Electronic Commerce or Electronic Data Interchange. For this BOA, an order is considered to be issued when a functional acknowledgement is received from the contractor through Electronic Commerce or Electronic Data Interchange. Electronic correspondence with regard to contractual matters, technical and delivery orders, shall be accepted and acted upon to the same extent as if the Contracting Officer's 'authorization or executed modification had been received by hard copy or facsimile.

H.46.3      EDI Invoicing and Payment: EDI Invoicing and Payment shall be phased-in the BOA process after the EDI is incorporated with the appropriate payment office. Once the payment office is on line with the contractor, the contractor and the U.S. Government shall accept and act upon invoices by electronic mail to the same extent as if the invoices had been received by hard copy or facsimile.

H.46.4      Transaction Audit: All EDI communications or transactions shall clearly identify the type of communication (i.e. contractual, technical, funds transfer, etc.) in order to maintain proper control. The U.S. Government and contractor shall maintain logs and retain at least one paper copy suitable for audit purposes.

H.47      LOGISTICAL SUPPORT:

H.47.1      Contractor logistical support will be made available in accordance with U. S. Department of State Standardized Regulations (Government Civilians, Foreign Areas). In those areas where agreeable with the Base Commander and which meet Host Nation criteria and agreements, contractor employees may be issued on a case-by-case basis U. S. Government ID cards. For such areas where "Technical Experts" status is required for issuance of this card, the contractor shall furnish certification.

H.47.2      The following support MAY be authorized under this BOA by issuance of an ID card:

- Commissary (including rationed items)
- AAFES facilities (BX/PX, etc.)
- Armed Forces Recreation Centers
- Military Banking facilities
- Class VI (including rationed items)
- Banking Facilities (Credit Unions and Community Banking Facilities)
- Local Morale and Welfare Recreation Services
- Military Postal services
- Purchase of petroleum, oil and lubricants (POL)
- Officers, Noncommissioned Officers or Enlisted Members Clubs
- Rationed Items with Ration Card

\*\*\* END OF NARRATIVE H 002 \*\*\*

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SECTION I - CONTRACT CLAUSES

| Status     | Regulatory Cite | Title  | Date     |
|------------|-----------------|--|----------|
| I-1        | 52.202-1        | DEFINITIONS  | DEC/2001 |
| I-2        | 52.203-3        | GRATUITIES   | APR/1984 |
| I-3        | 52.203-5        | COVENANT AGAINST CONTINGENT FEES   | APR/1984 |
| I-4        | 52.203-7        | ANTI-KICKBACK PROCEDURES   | JUL/1995 |
| I-5 ADDED  | 52.203-8        | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997 |
| I-6        | 52.203-10       | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997 |
| I-7        | 52.203-12       | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/2003 |
| I-8        | 52.204-2        | SECURITY REQUIREMENTS  | AUG/1996 |
| I-9        | 52.204-4        | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000 |
| I-10       | 52.209-6        | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-11       | 52.211-15       | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| I-12       | 52.215-2        | AUDIT AND RECORDS - NEGOTIATIONS   | JUN/1999 |
| I-13       | 52.215-8        | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997 |
| I-14       | 52.215-10       | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | OCT/1997 |
| I-15       | 52.215-12       | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997 |
| I-16 ADDED | 52.215-14       | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))   | OCT/1997 |
| I-17       | 52.215-15       | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | DEC/1998 |
| I-18       | 52.215-18       | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | OCT/1997 |
| I-19 ADDED | 52.215-19       | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997 |
| I-20       | 52.219-8        | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2000 |
| I-21       | 52.219-9        | SMALL BUSINESS SUBCONTRACTING PLAN   | JAN/2002 |
| I-22       | 52.219-16       | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN   | JAN/1999 |
| I-23       | 52.222-1        | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997 |
| I-24 ADDED | 52.222-20       | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996 |
| I-25 ADDED | 52.222-21       | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999 |
| I-26       | 52.222-26       | EQUAL OPPORTUNITY  | APR/2002 |
| I-27       | 52.222-29       | NOTIFICATION OF VISA DENIAL  | JUN/2003 |
| I-28       | 52.222-35       | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   | DEC/2001 |
| I-29       | 52.222-36       | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998 |
| I-30       | 52.222-37       | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| I-31       | 52.222-41       | SERVICE CONTRACT ACT OF 1965, AS AMENDED   | MAY/1989 |
| I-32       | 52.222-43       | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)                 | MAY/1989 |
| I-33       | 52.223-6        | DRUG FREE WORKPLACE  | MAY/2001 |
| I-34       | 52.225-13       | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2003 |
| I-35       | 52.226-1        | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | JUN/2000 |
| I-36       | 52.227-1        | AUTHORIZATION AND CONSENT  | JUL/1995 |
| I-37       | 52.227-2        | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996 |
| I-38 ADDED | 52.228-3        | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)   | APR/1984 |
| I-39       | 52.228-4        | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  | APR/1984 |
| I-40       | 52.228-5        | INSURANCE--WORK ON A GOVERNMENT INSTALLATION   | JUN/2003 |
| I-41       | 52.229-4        | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)  | APR/2003 |
| I-42       | 52.229-6        | TAXES--FOREIGN FIXED-PRICE CONTRACTS   | JAN/1991 |
| I-43       | 52.230-2        | COST ACCOUNTING STANDARDS  | APR/1998 |
| I-44       | 52.230-6        | ADMINISTRATION OF COST ACCOUNTING STANDARDS  | NOV/1999 |
| I-45       | 52.232-1        | PAYMENTS   | APR/1984 |
| I-46       | 52.232-8        | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002 |
| I-47       | 52.232-9        | LIMITATION ON WITHHOLDING OF PAYMENTS  | APR/1984 |
| I-48       | 52.232-11       | EXTRAS   | APR/1984 |
| I-49       | 52.232-17       | INTEREST   | JUN/1996 |
| I-50       | 52.232-23       | ASSIGNMENT OF CLAIMS   | JAN/1986 |
| I-51       | 52.232-25       | PROMPT PAYMENT   | FEB/2002 |
| I-52       | 52.232-28       | INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS   | MAR/2000 |
| I-53 ADDED | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003 |
| I-54       | 52.233-1        | DISPUTES   | JUL/2002 |
| I-55       | 52.233-3        | PROTEST AFTER AWARD  | AUG/1996 |

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| Status     | Regulatory Cite | Title  | Date     |
|------------|-----------------|--|----------|
| I-56       | 52.242-4        | CERTIFICATION OF INDIRECT COSTS  | JAN/1997 |
| I-57 ADDED | 52.242-10       | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE   | APR/1984 |
| I-58       | 52.242-12       | REPORT OF SHIPMENT (REPSHIP)   | JUN/2003 |
| I-59       | 52.242-13       | BANKRUPTCY   | JUL/1995 |
| I-60       | 52.243-1        | CHANGES--FIXED-PRICE   | AUG/1987 |
| I-61       | 52.243-7        | NOTIFICATION OF CHANGES  | APR/1984 |
| I-62       | 52.244-5        | COMPETITION IN SUBCONTRACTING  | DEC/1996 |
| I-63 ADDED | 52.245-2        | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)   | JUN/2003 |
| I-64       | 52.246-23       | LIMITATION OF LIABILITY  | FEB/1997 |
| I-65       | 52.246-25       | LIMITATION OF LIABILITY--SERVICES  | FEB/1997 |
| I-66       | 52.247-63       | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003 |
| I-67       | 52.248-1        | VALUE ENGINEERING  | FEB/2000 |
| I-68       | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996 |
| I-69       | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984 |
| I-70       | 52.253-1        | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-71       | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   | MAR/1999 |
| I-72       | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| I-73 ADDED | 252.204-7005    | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES  | NOV/2001 |
| I-74       | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           | NOV/1995 |
| I-75 ADDED | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-76 ADDED | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003 |
| I-77       | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
| I-78       | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS  | OCT/1998 |
| I-79       | 252.219-7003    | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)  | APR/1996 |
| I-80       | 252.223-7004    | DRUG-FREE WORK FORCE   | SEP/1988 |
| I-81       | 252.225-7004    | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | APR/2003 |
| I-82       | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | FEB/2003 |
| I-83       | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | APR/2003 |
| I-84 ADDED | 252.225-7015    | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS  | APR/2003 |
| I-85       | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | APR/2003 |
| I-86       | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003 |
| I-87 ADDED | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | SEP/2001 |
| I-88 ADDED | 252.228-7000    | REIMBURSEMENT FOR WAR-HAZARD LOSSES  | DEC/1991 |
| I-89 ADDED | 252.232-7008    | ASSIGNMENT OF CLAIMS (OVERSEAS)  | JUN/1997 |
| I-90       | 252.233-7000    | CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF  | MAY/1994 |
| I-91 ADDED | 252.233-7001    | CHOICES OF LAW (OVERSEAS)  | JUN/1997 |
| I-92 ADDED | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS  | DEC/1991 |
| I-93       | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
| I-94 ADDED | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
| I-95       | 252.245-7001    | REPORTS OF GOVERNMENT PROPERTY   | MAY/1994 |
| I-96       | 52.222-42       | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  | MAY/1989 |

In compliance with the Service Contract Act of 1965, as amended, and regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| Employee Class               | Monetary Wage--Fringe Benefits |
|------------------------------|--------------------------------|
| Manager                      | \$27.46                        |
| Team Leader                  | \$18.75                        |
| Electronics Tech, Main't III | \$19.50                        |

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|                             |         |
|-----------------------------|---------|
| Electronics Tech, Main't II | \$19.02 |
| Instructor                  | \$23.09 |
| Transmission Repair Spec    | \$17.53 |
| Motor Vehicle Mech          | \$17.03 |
| Heavy Equip Mech            | \$17.53 |
| Hydraulic Systems Mech      | \$17.53 |
| Electronics Tech, Main't    | \$15.96 |
| Mobile Equip Servicer       | \$15.96 |
| Motor Veh Mech Helper       | \$14.40 |
| Small Engine Mechanic       | \$15.96 |
| Automotive Electrician      | \$15.96 |
| Automotive Worker           | \$15.96 |
| General Clerk               | \$10.51 |
| General Clerk II            | \$9.39  |
| Stock Clerk                 | \$14.92 |

(End of clause)

I-97 52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN MAY/1989

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:CA, KY, GA, FL, SC, CO, NC, TX, KS, ID, WA, AZ, MD, AL, AK, MN and NM. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by PM Abrams.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of the contract award, and there shall be no adjustment in the contract price.

(End of clause)

I-98 252.227-7030 TECHNICAL DATA -- WITHHOLDING OF PAYMENT (ALT I) MAR/2000

(a) If technical data specified to be delivered under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(k) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of (TBD) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

I-99 52.211-5 MATERIAL REQUIREMENTS OCT/1997

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(a) Definitions. As used in this clause --

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, shall not be used unless the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of Clause)

I-100 ADDED    52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional

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clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

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| I-101 | 252.225-7015 | PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS | DEC/1991 |
|-------|--------------|---|----------|

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

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| I-102 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
|-------|--------------|-----------------------------------|----------|

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

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(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM        | CONTRACT   | QUANTITY | TOTAL |
|-------------|------------|----------|-------|
| DESCRIPTION | LINE ITEMS |          |       |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

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| I-103 ADDED | 52.204-4009 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |
|             | (TACOM)     |  |          |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]